

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HAROLD DeJESUS and
MARIA T. DeJESUS,

Plaintiffs,

v.

KNIGHT INDUSTRIES & ASSOCIATES,
INC., *et al.*,

Defendants.

CIVIL ACTION
NO. 10-07434

ORDER

AND NOW, this 8th day of September, 2016, upon consideration of Defendant Knight Industries & Associates, Inc.’s (“Knight”) Motion for Summary Judgment (ECF No. 116), Plaintiffs Harold DeJesus and Maria DeJesus’s Response in Opposition (ECF No. 117), and Knight’s Reply (ECF No. 118), it is ORDERED that the Motion is GRANTED IN PART and DENIED IN PART. The Motion is:

1. **GRANTED** with respect to Harold DeJesus’s strict liability design defect claim to the extent that claim is brought under the “consumer expectations test” articulated in *Tincher v. Omega Flex, Inc.*, 104 A.3d 328 (Pa. 2014) (“*Tincher*”);
2. **DENIED** with respect to Harold DeJesus’s strict liability design defect claim to the extent that claim is brought under the “risk-utility test” articulated in *Tincher*;
3. **DENIED** with respect to Harold DeJesus’s negligent design claim;
4. **GRANTED** with respect to Harold DeJesus’s failure-to-warn claim;
5. **DENIED** with respect to Maria DeJesus’s loss of consortium claim.

BY THE COURT:

/s/ Gerald J. Pappert
GERALD J. PAPPERT, J.